

Message Text

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E.O. 11652: N/A
TAGS: IAEA, TECH, PARM, MNUC, MX
SUBJECT: DRAFT AGREEMENT OF PROPOSED TRANSFER OF REACTOR AND FUEL
TO MEXICO

REF: VIENNA 7630

TEXT OF SUBJECT REVISED DATED AUGUST 18, 1977
FOLLOWS BELOW:

QUOTE
DRAFT AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENTS OF THE UNITED MEXICAN STATES AND THE UNITED
STATES OF AMERICA CONCERNING THE TRANSFER OF A RESEARCH AND

TRAINING REACTOR AND ENRICHED URANIUM

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WHEREAS THE GOVERNMENT OF THE UNITED MEXICAN STATES (HEREINAFTER
CALLED "MEXICO"), DESIRING TO ESTABLISH A PROJECT CONSISTING OF A
REACTOR FOR RESEARCH AND TRAINING PURPOSES, HAS REQUESTED THE ASSIS-T
ANCE OF THE INTERNATIONAL ATOMIC ENERGY AGENCY (HEREINAFTER CALLED TH
E
"AGENCY") IN SECURING AN AGN-201 REACTOR AND THE SPECIAL FISSIONABLE
MATERIAL THEREFOR;

WHEREAS THE GOVERNMENT OF THE UNITED STATES OF AMERICA, (HEREINAFTER CALLED THE "UNITED STATES"), ON BEHALF OF THE OREGON STATE UNIVERSITY (HEREINAFTER CALLED THE "UNIVERSITY") LOCATED INT THE UNITED STATES OF AMERICA, HAS OFFERED TO MAKE AVAILABLE TO THE AGENCY, FREE OF CHARGE, AGN-201 RESEARCH AND TRAINING REACTOR TOGETHER WITH FUEL ELEMENTS AND ANCILLARY EQUIPMENT FOR USE BY A MEMBER OF THE

AGENCY IN CONNNECTION WITH AN AGENCY PROJECT IN THE UNITED MEXICAN STATES;

WHEREAS MEXICO HAS INFORMED THE AGENCY THAT THE OFFER MADE BY THE UNIVERSITY WOULD MEETI ITS NEEDS;

WHEREAS UNDER THE AGREEMENT FOR CO-OPERATION BETWEEN THE AGENCY AND THE UNITED STATES CONCLUDED ON 11 MAY 1959, AS AMENDED (HEREINAFTER CALLED THE "COOPERATION AGREEMENT"), THE UNITED STATES UNDERTOOK TO MAKE AVAILABLE TO THE AGENCY PURSUANT TO ITS STATUTE CERTAIN

QUANTITIES OF SPECIAL FISSIONABLE MATERIAL, AND ALSO UNDERTOOK, SUBJECT TO VARIOUS APPLICABLE PROVISIONS AND LICENSCE REQUIREMENTS, TO PERMIT , UPON REQUEST OF THE AGENCY, PERSONS UNDER THE JURISDICTION OF THE UNITED STATES TO MAKE ARRANGEMENTS TO TRANSFER AND EXPORT LIMITED OFFICIAL USE

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MATERIALS, EQUIPMENT OF FACILITIES FOR A MEMBER OF THE AGENCY IN CONNECTION WITH AN AGENCY PROJECT;

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TO SECSTATE WASHDC PRIORITY 2998
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WHEREAS THE UNITED STATES HOLDS TITLE TO THE SPECIAL FISSIONABLE MATERIAL CONTAINED IN THE FUEL ELEMENTS OFFERED BY THE UNIVERSITY FOR THE PROJECT WHICH MEXICO DESIRES TO ESTABLISH;

WHEREAS IN ORDER TO ASSIST AND ENCOURAGE RESEARCH ON PEACEFUL NUCLEAR USES AND MEDICAL THERAPY, THE UNITED STATES HAS OFFERED TO DISTRIBUTE TO THE AGENCY IN CALENDAR YEAR 1977, FREE OF CHARGE, SPECIAL FISSIONABLE MATERIAL OF A VALUE OF UP TO \$ US 50,000 AT THE TIME OF TRANSFER, TO BE SUPPLIED FROM THE AMOUNTS SPECIFIED IN ARTICLE II.A. OF THE COOPERATION AGREEMENT; AND THE UNITED STATES FINDS THIS PROJECT ELIGIBLE TO BENEFIT FROM THIS GIFT OFFER OF SPECIAL FISSIONABLE MATERIAL; AND

WHEREAS THE BOARD OF GOVERNORS OF THE AGENCY APPROVED THE PROJECT ON-----;

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NOW THEREFORE THE AGENCY, MEXICO AND THE UNITED STATES ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (HEREINAFTER CALLED THE "ADMINISTRATION"), ACTING ON BEHALF OF THE UNITED STATES, HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITION OF THE PROJECT

1. THE PROJECT TO WHICH THIS AGREEMENT RELATES IS THE ESTABLISHMENT AT THE MEXICAN NATIONAL POLYTECHNIC INSTITUTE IN MEXICO CITY OF AN AGN-201 RESEARCH AND TRAINING REACTOR (HEREINAFTER CALLED THE "SUPPLIED REACTOR"), TO BE OPERATED BY THE MEXICAN NATIONAL POLYTECHNIC INSTITUTE.

2. IT IS UNDERSTOOD BY THE AGENCY AND MEXICO THAT THIS AGREEMENT MUTATIS MUTANDIS SHALL APPLY TO ANY ADDITIONAL ASSISTANCE PROVIDED BY THE AGENCY TO MEXICO FOR THE PROJECT.

3. IT IS UNDERSTOOD BY THE AGENCY, MEXICO AND THE UNITED STATES THAT

,
EXCEPT AS SPECIFIED IN THIS AGREEMENT, THE UNITED STATES DOES
NOT ASSUME ANY OBLIGATIONS OR RESPONSIBILITIES INsofar
AS THE PROJECT IS CONCERNED.

ARTICLE II

SUPPLY OF THE REACTOR

1. THE AGENCY, PURSUATN TO ARTICLE IV OF THE COOPERATION AGREEMENT,
SHALL REQUEST THE UNITED STAES TO PERMIT THE TRANSFER AND EXPORT
TO MEXICO OF THE SUPPLIED REACTOR, TOGETHER WITH ANCILLARY
EQUIPMENT.

2. ALL ARRANGEMNTS FOR THE TRANSFER, DELIVERY AND INSTALLANTION OF
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THE SUPPLIED REACTOR SHALL BE MADE BETWEEN MEXICO AND THE UNIVERSITY.
THESE ARRANGEMENTS SHLL PROVIDE THAT TITLE TO THE SUPPLIED
REACTOR SHALL PASS TO MEXICO UPON DELIVERY TO A CARRIER MUTUALLY
AGREED UPON BY MEXICO AND THE UNVERSITY.

ARTICLE III

SUPPLY OF ENRICHED URANIUM

1. THE AGENCY, PURSUANT TO ARTICLE IV OF THE COOPERATION AGREEMENT,
SHALL
REQUEST THE UNITED STATES TO PERMIT THE TRANSFER AND EXPORT TO
MEXICO OF THE FUEL ELEMENTS FOR THE SUPPLIED REACTOR (HEREINAFTER
REFERRED TO AS THE "USPPLIED MATERIAL").

2. SUBJECT TO THE PROVISIONS OF THE COOPERATION AGREEMTN AND THE
ISSUANCE OF ANY REQUIRED LICENSES OR PERMITS, THE ADMINISTRATION
SHALL TRANSFER WITHOUT CHARGE TO THE AGENCY, THE AGENCY SHALL ACCEPT

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FROM THE ADMINISTRATION AND RETANSFER WITHOUT CHARGE TO MEXICO,
AND MEXICO SHALL ACCEPT FROM THE AGENCY TITLE TO APPROXIMATELY
3312 GRAMS OF URANIUM ENRICHED TO APPROXIMATELY 19.78 PER CENT
BY WEIGHT IN THE ISOTOPE URANIUM 235 AND CONTAINED IN FUEL
ELEMENTS FOR THE SUPPLIED REACTOR.

ARTICLE IV

SHIPMENT OF THE SUPPLIED MATERIAL

1. ALL ARRANGEMENTS FOR THE EXPORT FROM THE UNITED STATES OF AMERICA
OF THE SUPPLIED MATERIAL SHALL BE THE RESPONSIBILITY OF
MEXICO AND THE UNIVERSITY. PRIOR TO THE EXPORT OF SUCH MATERIAL
MEXICO SHALL NOTIFY THE AGENCY OF THE AMOUNT THEREOF AND OF THE DATE

AND METHOD OF SHIPMENT. AT SUCH TIME AS THE
SUPPLIED MATERIAL IS ENTRUSTED TO A CARRIER SELECTED BY MEXICO AND
ACCEPTABLE TO THE ADMINISTRATION, TITLE SHALL VEST IN THE AGENCY
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AND SHALL THEREAFTER IMMEDIATELY AND AUTOMATICALLY VEST IN MEXICO.
AFTER EXPORT FROM THE UNITED STATES OF AMERICA, SUCH MATERIAL SHALL
BE ENTRUSTED TO A LICENSED PUBLIC CARRIER SELECTED BY MEXICO OR SHALL
BE ACCOMPANIED BY A RESPONSIBLE PERSON DESIGNATED BY MEXICO.

2. PRIOR ARRANGEMENTS SHALL BE MADE BETWEEN MEXICO, THE UNIVERSITY,
THE CARRIER SELECTED TO BE RESPONSIBLE IN THE UNITED STATES OF AMERICA,

AND THE CARRIER SELECTED OR PERSON DESIGNATED TO BE RESPONSIBLE
IN THE UNITED MEXICAN STATES, CONCERNING THE DATE OF SHIPMENT AND
OTHER DETAILS PERTAINING TO SHIPMENT. THE ARRANGEMENTS SHALL
INCLUDE AGREEMENT ON THE TIME AND PLACE WHEN PHYSICAL POSSESSION OF
THE SUPPLIED MATERIAL SHALL BE TRANSFERRED TO THE CARRIER
OR PERSON DESIGNATED TO BE RESPONSIBLE IN THE UNITED MEXICAN STATES, A
WHICH TIME AND PLACE TRANSPORT RESPONSIBILITY SHALL ALSO BE TRANSFERRED

TO THE AT CARRIER OR PERSON.

ARTICLE V
HANDLING AND USE

IN IMPLEMENTING THIS AGREEMENT THE PARTIES SHALL TAKE
ALL APPROPRIATE MEASURES TO ENSURE THE SAFE HANDLING AND USE
OF THE SUPPLIED MATERIAL.
AFTER DELIVERY OF THE SUPPLIED MATERIAL TO MEXICO, ITS AGENT
OR ANY PERSON UNDER MEXICAN JURISDICTION, THE SAFE HANDLING AND THE
USE OF THE SUPPLIED MATERIAL SHALL BE THE RESPONSIBILITY OF
MEXICO. NEITHER THE UNITED STATES, THE ADMINISTRATION, NOR ANY
PERSON ACTING ON BEHALF OF THE ADMINISTRATION WARRANTS THE
SUITABILITY OF THE SUPPLIED MATERIAL FOR ANY PARTICULAR USE OR
APPLICATION. NEITHER THE AGENCY NOR
ANY PERSON ACTING ON ITS BEHALF SHALL AT ANY TIME BEAR ANY RESPONSIBILITY
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TOWARDS MEXICO OR ANY PERSON CLAIMING THROUGH MEXICO FOR THE
SAFE HANDLING AND THE USE OF THE SUPPLIED MATERIAL.

ARTICLE VI
SAFEGUARDS

1. MEXICO UNDERTAKES THAT THE SUPPLIED REACTOR, THE SUPPLIED MATERIAL AND ANY NUCLEAR MATERIAL CONTAINED, USED, PROCESSED OR PRODUCED IN OR BY THE USE OF THE SUPPLIED REACTOR OR SUPPLIED MATERIAL, INCLUDING SUBSEQUENT GENERATIONS OF SPECIAL FISSIONABLE MATERIAL, SHALL NOT BE
USED FOR THE MANUFACTURE OF ANY NUCLEAR WEAPON OR TO FURTHER ANY
OTHER MILITARY PURPOSE OR FOR THE MANUFACTURE OF ANY OTHER
NUCLEAR EXPLOSIVE DEVICE.

2. THE SUPPLIED REACTOR AND SUPPLIED MATERIAL AND ANY NUCLEAR MATERIAL CONTAINED, USED, PRODUCED OR PROCESSED IN OR BY THE USE OF THE SUPPLIED REACTOR OR SUPPLIED MATERIAL SHALL BE USED EXCLUSIVELY BY AND REMAIN AT THE MEXICAN NATIONAL POLYTECHNIC INSTITUTE UNLESS OTHERWISE AGREED BY THE PARTIES TO THIS AGREEMENT.

3. WHEN ANY OF THE SUPPLIED MATERIAL OR ANY SPECIAL FISSIONABLE MATERIAL CONTAINED, USED, PRODUCED OR PROCESSED IN OR BY THE USE OF THE SUPPLIED REACTOR OR SUPPLIED MATERIAL REQUIRES REPROCESSING, CONVERSION,

FABRICATION, ALTERATION OR STORAGE SHALL BE PERFORMED UNDER CONDITIONS AND IN FACILITIES ACCEPTABLE TO ALL PARTIES TO THIS AGREEMENT.

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4. IT IS SPECIFIED THT THE SAFEGUARDS RIGHTS AND RESPONSIBILITIES OF THE AGENCY PROVIDED TOR IN PARAGRAPH A OF ARTICLE XII OF ITS STATUTE ARE REEVANT TO THE PROJECT.

5. IT IS FURTHER SPECIFIED THE THE IMPLEMENTATION OF THE AGENCY'S SAFEGUARDS RIGHTS AND RESPONSIBILITIES REFERRED TO IN PARAGRAPH 4 OF THIS ARTICLE IS SATSISFIED BY THE APPLICATON OF SAFEGUARDS PROCEDURES PURSUANT TO THE AGREEMENT BETWEEN THE UNITED MEXICAN STATES AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN CONNECTIN TWITH THE TREATY FOR THE PROHIBITION OF NUCLEAR WEAPONS IN LATIN AMERICA AND THE TREATY ON TH NON-PROLIFERATION OF NUCLEAR WEAPONS, SIGNED ON 27 SEPTEMBER 1972 AND WHICH ENTERED INTO FORCE ON 14 SEPTMENBER 1973.

6. IN THE EVENT THE BOARD OF GOVERNORS OF THE AGENCY DETERMINES THAT THE AGENCY IS FOR ANY RASON UNABLE TO APPLY SAFEGUARDS TO THE PROJECT AS PROVIDED FOR IN PARAGRAPH 5 OF THIS ARTICLE OR UNDER LIMITED OFFICIAL USE

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SUCH OTHER ARRANGEMENTS AS MAY BE MADE FOR THE IMPLEMENTATION OF THE AGENCY'S RIGHT AND RESPONSIBILITIES REFERRED TO IN PARAGRAPH

4 OF THIS ARTICLE:

A. THE BOARD MAY CALL FOR THE RETURN OF THE SUPPLIED REACTOR, THE SUPPLIED MATERIAL, AND ANY OTHER NUCLEAR MATERIAL REFERRED TO IN PARAGRAPH 1 OF THIS ARTICLE; AND

B. MEXICO AND THE UNITED STATES SHALL IMPLEMENT FORTHWITH MEASURES TO VERIFY COMPLIANCE WITH THE UNDERTAKING SET FORTH IN PARAGRAPH 1 OF THIS ARTICLE.

7. IN THE EVENT THE BOARD OF GOVERNORS OF THE AGENCY DETERMINES, IN ACCORDANCE WITH ARTICLE XII.C OF THE STATUTE, THAT THERE HAS BEEN ANY NON-COMPLIANCE WITH ARTICLE VI OF THIS AGREEMENT, THE BOARD SHALL CALL UPON MEXICO TO REMEDY SUCH NON-COMPLIANCE FORTHWITH,

AND THE BOARD SHALL MAKE SUCH REPORTS AS IT DEEMS APPROPRIATE. IN THE EVENT OF FAILURE BY MEXICO TO TAKE FULLY CORRECTIVE ACTION WITHIN A REASONABLE TIME, THE BOARD MAY TAKE ANY OTHER MEASURES PROVIDED FOR IN ARTICLE XII.C OF THE STATUTE.

ARTICLE VII
SAFETY STANDARDS AND MEASURES

THE SAFETY STANDARDS AND MEASURES SPECIFIED IN THE ANNEX TO THIS AGREEMENT SHALL APPLY TO THE PROJECT".

ARTICLE VIII
AGENCY INSPECTORS

THE RELEVANT PROVISIONS OF THE AGREEMENT BETWEEN THE UNITED MEXICAN LIMITED OFFICIAL USE

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STATES AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN CONNECTION WITH THE TREATY FOR THE PROHIBITION OF NUCLEAR WEAPONS IN LATIN AMERICA AND THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR WEAPONS SHALL APPLY TO AGENCY INSPECTORS PERFORMING FUNCTIONS PURSUANT TO THIS AGREEMENT.

ARTICLE IX
SCIENTIFIC INFORMATION

IN CONFORMITY WITH PARAGRAPH B OF ARTICLE VIII OF THE STATUTE OF THE AGENCY, MEXICO SHALL MAKE AVAILABLE TO THE AGENCY WITHOUT CHARGE ALL SCIENTIFIC INFORMATION DEVELOPED AS A RESULT OF THE ASSISTANCE PROVIDED BY THE AGENCY FOR THE PROJECT.

ARTICLE X
LANGUAGES

ALL REPORTS AND OTHER INFORMATION REQUIRED FOR THE APPLICATION OF THIS AGREEMENT SHALL BE SUBMITTED TO THE AGENCY IN ONE OF THE WORKING LANGUAGES OF THE BOARD OF GOVERNORS OF THE AGENCY.

ARTICLE XI

PHYSICAL PROTECTION MEXICO SHALL TAKE ALL THE MEASURES NECESSARY FOR THE PHYSICAL PROTECTION OF THE SUPPLIED REACTOR, THE SUPPLIED MATERIAL AND ANY OTHER NUCLEAR MATERIAL WHICH IS SUBJECT

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TO THE PROVISIONS OF THIS AGREEMENTS, SUCH MEASURES MUST BE ACCEPTABLE TO THE AGENCY AND THE UNITED STATES AND SHALL AS A MINIMUM MEET THE STANDARDS LAID DOWN IN THE AGENCY'S RECOMMENDATIONS FOR THE PHYSICAL PROTECTION OF NUCLEAR MATERIAL (AGENCY DOCUMENT INFCIRC/225/RIV.1). MEXICO SHALL KEEP THE AGENCY INFORMED OF THE MEASURES IT WILL TAKE. THE PARTIES SHALL CONSULT AT THE REQUEST OF ANY OF THEM REGARDING PHYSICAL PROTECTION.

ARTICLE XII

SETTLEMENT OF DISPUTES

1. ANY DECISIONS OF THE BOARD OF GOVERNORS OF THE AGENCY CONCERNING

THE IMPLEMENTATION OF ARTICLE VI, VII, OR VIII SHALL, IF THEY
SO PROVIDE BE GIVEN EFFECT IMMEDIATELY BY THE AGENCY AND MEXICO
PENDING THE FINAL SETTLEMENT OF ANY DISPUTE.

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2. ANY DISPUTE INVOLVING THE AGENCY AND ONE OR BOTH OF THE
OTHER PARTIES TO THIS AGREEMENT AND ARISING OUT OF THE INTERPRETATION
OR APPLICATION OF THIS AGREEMENT, WHICH IS NOT SETTLED BY
NEGOTIATION OR AS MAY OTHERWISE BE AGREED BY THE PARTIES CONCERNED,
SHALL ON THE REQUEST OF ANY PARTY BE SUBMITTED TO AN ARBITRAL
TRIBUNAL COMPOSED AS FOLLOWS:

A. IF THE DISPUTE INVOLVES ONLY TWO OF THE PARTIES TO THIS
AGREEMENT, ALL THREE PARTIES AGREEING THAT THE THIRD IS NOT
CONCERNED, THE TWO PARTIES INVOLVED SHALL EACH DESIGNATE ONE
ARBITRATOR, AND THE TWO ARBITRATORS SO DESIGNATED SHALL ELECT
A THIRD, WHO SHALL BE THE CHAIRMAN. IF WITHIN THIRTY (30)
DAYS OF THE REQUEST FOR ARBITRATION EITHER PARTY HAS NOT DESIGNATED
AN ARBITRATOR, EITHER PARTY TO THE DISPUTE MAY REQUEST THE
PRESIDENT OF THE INTERNATIONAL COURT OF JUSTICE TO APPOINT
AN ARBITRATOR. THE SAME PROCEDURE SHALL APPLY IF, WITHIN THIRTY
(30) DAYS OF THE DESIGNATION OR APPOINTMENT OF THE SECOND
ARBITRATOR, THE THIRD ARBITRATOR HAS NOT BEEN ELECTED.

B. IF THE DISPUTE INVOLVES ALL THREE PARTIES TO THIS
AGREEMENT,
EACH PARTY SHALL DESIGNATE ONE ARBITRATOR AND THE THREE
ARBITRATORS SO DESIGNATED SHALL BE UNANIMOUS DECISION ELECT
A FOURTH ARBITRATOR, WHO SHALL BE THE CHAIRMAN, AND A FIFTH
ARBITRATOR. IF WITHIN THIRTY (30) DAYS OF THE REQUEST FOR
ARBITRATION ANY PARTY HAS NOT DESIGNATED AN ARBITRATOR, ANY
PARTY MAY REQUEST THE PRESIDENT OF THE INTERNATIONAL COURT
OF JUSTICE TO APPOINT THE NECESSARY NUMBER OF ARBITRATORS.
THE SAME PROCEDURE SHALL APPLY IF, WITHIN THIRTY (30) DAYS
OF THE DESIGNATION OR APPOINTMENT OF THE THIRD OF THE FIRST
THREE ARBITRATORS, THE CHAIRMAN OR THE FIFTH ARBITRATOR HAS
NOT BEEN ELECTED.

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A MAJORITY OF THE MEMBERS OF THE ARBITRAL SHALL
CONSTITUTE A QUORUM, AND ALL DECISION SHALL BE MADE BY
MAJORITY VOTE. THE ARBITRAL PROCEDURES SHALL BE ESTABLISHED
BY THE TRIBUNAL, WHOSE DECISIONS, INCLUDING ALL RULINGS
CONCERNING ITS CONSTITUTION, PROCEDURE, JURISDICTION AND THE

DIVISION OF THE EXPENSES OF ARBITRATION BETWEEN THE PARTIES,
SHALL BE FINAL AND BINDING ON ALL PARTIES. THE REMUNERATION
OF THE ARBITRATORS SHALL BE DETERMINED ON THE SAME BASIS AS THAT
OF AD HOC JUDGES OF THE INTERNATIONAL COURT OF JUSTICE.

ARTICLE XIII
ENTRY INTO FORCE

THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE BY OR FOR THE
DIRECTOR GENERAL OF THE AGENCY AND BY THE AUTHORIZED REPRESENTATIVES
OF THE ADMINISTRATION AND MEXICO.

DONE IN VIENNA ON THE ----- DAY OF ----- 1977,
IN TRIPPLICATE IN THE ENGLISH AND SPANISH LANGUAGES, BOTH TEXTS
BEING EQUALLY AUTHENTIC.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:

FOR THE UNITED STATES ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION
ON BEHALF OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

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ANNEX

SAFETY STANDARDS AND MEASURES

1. THE SAFETY STANDARDS AND MEASURES APPLICABLE TO THE PROJECT SHALL BE THOSE SET FORTH IN AGENCY DOCUMENT INFCIRC/18/REV.1 (HEREINAFTER CALLED THE "SAFETY DOCUMENT"), AS SPECIFIED BELOW.

2. MEXICO SHALL APPLY THE AGENCY'S BASIC SAFETY STANDARDS FOR RADIATION PROTECTION AND RELEVANT PROVISIONS OF THE AGENCY'S REGULATIONS FOR THE SAFE TRANSPORT OF RADIOACTIVE MATERIALS, AS THEY ARE REVISED BY THE AGENCY FROM TIME TO TIME, AND SHALL AS FAR AS POSSIBLE APPLY THEM ALSO TO ANY SHIPMENT OF THE SUPPLIED MATERIALS OUTSIDE THE UNITED MEXICAN STATES. MEXICO SHALL ENDEAVOUR TO ENSURE SAFETY CONDITIONS AS RECOMMENDED IN THE RELEVANT PARTS OF THE AGENCY'S CODES AND PRACTICE.

3. MEXICO SHALL ARRANGE FOR THE SUBMISSION TO THE AGENCY, AT LIMITED OFFICIAL USE

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LEAST 60 DAYS PRIOR TO THE PROPOSED TRANSFER OF ANY PART OF THE SUPPLIED MATERIAL TO THE JURISDICTION OF MEXICO, OF A DETAILED SAFETY ANALYSIS REPORT CONTAINING THE INFORMATION SPECIFIED IN PARAGRAPH 4.7 OF THE SAFETY DOCUMENT, WITH PARTICULAR REFERENCE TO THE FOLLOWING TYPES OF OPERATIONS, TO THE EXTENT THAT SUCH INFORMATION IS RELEVANT AND NOT YET AVAILABLE TO THE AGENCY:

- (A) RECEIPT AND HANDLING OF THE SUPPLIED MATERIAL;
- (B) LOADING OF THE SUPPLIED MATERIAL INTO THE SUPPLIED REACTOR;
- (C) START-UP AND PRE-OPERATIONAL TESTING OF THE SUPPLIED REACTOR WITH THE SUPPLIED MATERIAL;
- (D) EXPERIMENTAL PROGRAM AND PROCEDURES INVOLVING THE SUPPLIED REACTOR;
- (E) UNLOADING OF THE SUPPLIED MATERIAL FROM THE SUPPLIED REACTOR;
- (F) HANDLING AND STORAGE OF THE SUPPLIED MATERIAL AFTER UNLOADING.

ONCE THE AGENCY HAS DETERMINED THAT THE SAFETY MEASURES PROVIDED FOR ARE ADEQUATE, IT SHALL GIVE ITS CONSENT FOR THE START OF THE ASSISTED OPERATION. SHOULD MEXICO DESIRE TO MAKE SUBSTANTIAL MODIFICATIONS TO THE PROCEDURES WITH RESPECT TO WHICH INFORMATION HAS BEEN SUBMITTED, OR TO PERFORM ANY OPERATIONS WITH THE SUPPLIED REACTOR OR THE SUPPLIED MATERIAL WITH RESPECT TO WHICH OPERATIONS NO SUCH INFORMATION HAS BEEN SUBMITTED, IT SHALL SUBMIT TO THE AGENCY ALL RELEVANT INFORMATION AS SPECIFIED IN PARAGRAPH 4.7 OF THE SAFETY DOCUMENT, ON THE BASIS OF WHICH THE AGENCY MAY REQUIRE THE APPLICATION OF ADDITIONAL SAFETY MEASURES IN ACCORDANCE WITH PARAGRAPH 4.8 OF THE SAFETY DOCUMENT. ONCE MEXICO HAS UNDERTAKEN TO APPLY THE ADDITIONAL SAFETY MEASURES REQUESTED BY THE AGENCY, THE AGENCY SHALL GIVE ITS CONSENT FOR THE MODIFICATIONS OR OPERATIONS

REFERRED TO ABOVE.

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4. MEXICO SHALL ARRANGE FOR SUBMISSION TO THE AGENCY, AS APPROPRIATE,

OF THE REPORTS SPECIFIED IN PARAGRAPHS 4.9 AND 4.10 OF THE
SAFETY DOCUMENT.

5. THE AGENCY MAY, IN AGREEMENT WITH MEXICO, SEND SAFETY MISSIONS
FOR THE PURPOSE OF PROVIDING ADVICE AND ASSISTANCE TO MEXICO
IN CONNECTION WITH THE APPLICATION OF SAFETY MEASURES TO THE
PROJECT, IN ACCORDANCE WITH PARAGRAPHS 5.1 AND 5.3 OF THE SAFETY
DOCUMENT. SPECIAL SAFETY MISSIONS MAY BE ARRANGED BY THE AGENCY
IN THE CIRCUMSTANCES SPECIFIED IN PARAGRAPH 5.2 OF THE SAFETY
DOCUMENT.

6. CHANGES IN THE SAFETY STANDARDS AND MEASURES LAID DOWN IN THIS
ANNEX MAY BE MADE IN ACCORDANCE WITH PARAGRAPHS 6.1 TO 6.3
OF THE SAFETY DOCUMENT. UNQUOTE STONE

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Concepts: AGREEMENT DRAFT, NUCLEAR AGREEMENTS, TEXT, FISSIONABLE MATERIALS TRANSFER, NUCLEAR FUELS, NUCLEAR REACTORS
Control Number: n/a
Copy: SINGLE
Sent Date: 19-Aug-1977 12:00:00 am
Decaption Date: 01-Jan-1960 12:00:00 am
Decaption Note:
Disposition Action: RELEASED
Disposition Approved on Date:
Disposition Case Number: n/a
Disposition Comment: 25 YEAR REVIEW
Disposition Date: 22 May 2009
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1977VIENNA07632
Document Source: CORE
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: N/A
Expiration:
Film Number: D770301-0760
Format: TEL
From: VIENNA USIAEA
Handling Restrictions: n/a
Image Path:
ISecure: 1
Legacy Key: link1977/newtext/t19770842/aaaabizo.tel
Line Count: 680
Litigation Code IDs:
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Litigation History:
Locator: TEXT ON-LINE, ON MICROFILM
Message ID: 62c58457-c288-dd11-92da-001cc4696bcc
Office: ACTION OES
Original Classification: LIMITED OFFICIAL USE
Original Handling Restrictions: n/a
Original Previous Classification: n/a
Original Previous Handling Restrictions: n/a
Page Count: 13
Previous Channel Indicators: n/a
Previous Classification: LIMITED OFFICIAL USE
Previous Handling Restrictions: n/a
Reference: 77 VIENNA 7630
Retention: 0
Review Action: RELEASED, APPROVED
Review Content Flags:
Review Date: 06-Oct-2004 12:00:00 am
Review Event:
Review Exemptions: n/a
Review Media Identifier:
Review Release Date: n/a
Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
SAS ID: 1542595
Secure: OPEN
Status: NATIVE
Subject: DRAFT AGREEMENT OF PROPOSED TRANSFER OF REACTOR AND FUEL TO MEXICO
TAGS: TECH, PARM, MNUC, MX, IAEA
To: STATE
Type: TE
vdkgvkey: odbc://SAS/SAS.dbo.SAS_Docs/62c58457-c288-dd11-92da-001cc4696bcc
Review Markings:
Margaret P. Grafeld
Declassified/Released
US Department of State
EO Systematic Review
22 May 2009
Markings: Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 22 May 2009